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Allied Employers, Inc. and United Food and Commercial Workers, AFL-CIO, Local 1439 (1987)

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Allied Employers, Inc. and United Food and Commercial Workers, AFL-CIO, Local 1439 (1987)

Location

Spokane, WA

Effective Date

10-4-1987

Expiration Date

10-6-1990

Number of Workers

1422

Employer

Allied Employers, Inc.

Union

United Food and Commercial Workers

Union Local

1439

NAICS

44

Sector

P

Item ID

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Comments

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By and Between

and

RETAIL MEAT DEALERS
(Spokane)

Effective: October 4, 1987

To: October 6, 1990

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A G R E E M E N T

By and Between

ALLIED EMPLOYERS, INC.
and
UF & CW UNION LOCAL NO. 1439

RETAIL MEAT DEALERS
(Spokane Area)

This Agreement made and entered into the _____ day of _____, 1988, between United Food and Commercial Workers Union Local No. 1439, chartered by United Food and Commercial Workers International Union, AFL-CIO, CLC, party of the first part, hereinafter referred to as the Union, and Spokane Area Retail Meat Dealers, represented by Allied Employers, Inc., hereinafter referred to as the Employer, agree:

That for the mutual benefit of the parties hereto, the following shall be the scale of wages, the limitations of hours, and the rules and working conditions to be observed by both parties to this Agreement, to become effective October 4, 1987 through October 6, 1990.

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

1.1 Spokane Area Retail Meat Dealers, represented by Allied Employers, Inc., hereby recognize, during the term of this Agreement, United Food and Commercial Workers International Union, Local No. 1439, as the sole and exclusive collective bargaining agency for all employees of the Employer whose job classification is set forth in this Agreement.

1.2 United Food and Commercial Workers International Union, Local No. 1439, for and on behalf of its members hereby recognizes the Spokane Area Retail Meat Dealers, represented by Allied Employers, Inc., during the term of this Agreement as the sole and exclusive bargaining agency for all Employers who are designated as parties to this Agreement.

ARTICLE 2 - NONDISCRIMINATION

2.1 When the gender term "he" or "she" is used within this Agreement, it is for explanatory purposes only and does not refer to the actual sex of any person.

2.2 Both parties recognize that in all cases of conflict between Title VII and any provision of this Agreement or any practice under any provision of this Agreement, Title VII shall prevail. If the Employer is required by Executive Order No. 11246, as amended, and revised Order No. 4 to develop and implement Affirmative Action Programs, and in the event of any conflict between the

provisions of such program and any provision of this Agreement or any practice under any provision of this Agreement, the Affirmative Action Programs shall prevail.

2.3 The parties agree to comply with all applicable laws pertaining to discrimination on the basis of Union membership, race, color, national origin, religion, sex, age, or any other basis prohibited by law.

ARTICLE 3 - UNION SECURITY

3.1 Pursuant to and in conformance with Section 8(a)3 of the Labor Management Relations Act of 1947, it is agreed that all employees coming under the terms of this Agreement who have been in the employ of the Employer for a period of thirty-one (31) days shall make application to and shall become and remain members in good standing of the Union, and that the Employer shall discharge any employee as to whom the Union, through its business agent, delivers to the Employer a written notice that such employee is not in good standing in the Union as a result of failing to tender payment of regular initiation fees and/or periodic dues.

3.2 Upon the failure of any employee to comply with any provision of Article 3, paragraph 3.1 of this Agreement, the Union may then notify the Employer in writing of such failure. The Employer will not be asked by the Union to discharge any employee for noncompliance with the provisions of paragraph 3.1 until seven (7) days after the Union has furnished the Employer with notice in writing which contains the following:

a. A statement that the Union has strictly complied with the necessary procedural steps pursuant to the International Constitution and Bylaws in making its demand.

b. A statement that demand for termination is made for no reason other than the employee's failure to pay the dues and initiation fees uniformly required by the Union for membership in the Union pursuant to the Union Security clause.

c. The Union agrees to hold the Employer harmless for discharges made pursuant to this Article.

3.3 It is agreed the Employer shall send to the Union office a postcard indicating the name, hire date, address, Social Security number, classification, store, and store location for all new employees, not later than thirty-one (31) days from date of employment. These prepaid postcards shall be furnished by the Union.

ARTICLE 4 - WORKING HOURS

4.1 Forty (40) hours shall constitute a basic workweek. All time in excess of forty (40) hours in any one week or in excess of eight (8) hours in any one

day shall be paid for at one and one-half ($1\frac{1}{2}$) times the regular rate. Eight (8) hours in a period of nine (9) hours with not more than one (1) hour allowed off for lunch shall constitute a basic workday.

4.2 Any employee called to work shall be offered no less than four (4) hours' work. Employees working six (6) days, Monday through Saturday, shall be paid time and one-half ($1\frac{1}{2}$) for hours worked on the shortest day of employment.

4.3 Rest periods shall be provided in conformance with State and/or Federal law and all employees shall receive the same rest period benefits. Rest periods shall be paid by the Employer.

4.4 A premium rate of thirty cents (30¢) per hour shall be paid for all work performed between the hours of 6:00 P.M. and 9:00 P.M., and work performed after 9:00 P.M. and before 6:00 A.M. shall be paid for at a premium rate of fifty cents (50¢) per hour. There shall not be any compounding or pyramiding of overtime and/or any premium pay, and only the highest applicable rate shall apply.

4.5 The Employer shall post a weekly work schedule for all regular full and part-time employees not later than 6:00 P.M. Thursday preceding the first day of the following workweek. Any alterations in such work schedule changing the employees' days off must be made no later than Saturday of such preceding week, except in cases of emergency. However, it is understood that the established work schedule may be changed by unexpected developments, such as illness of employees, accidents, reduction of business, etc. Daily starting times may not be changed once an employee has reported for work. Regular full-time employees called for work on their predesignated days off as established in the work schedule provision, shall be offered eight (8) hours of work at the overtime rate. Nothing in the above shall be construed to guarantee any hours of work to anyone.

4.6 It is agreed that any work performed shall be done by a member of the bargaining unit. This clause includes the cutting, wrapping, and displaying of any meat, fish, and poultry covered by this Agreement. The owner is hereby excluded. Whenever a member of the bargaining unit is not on duty, prepackaged meat items and those products that have been prepared by meat department employees and are in storage ready for sale, may be placed in the meat case by a person in charge.

4.7 There shall be a Head Meat Cutter on duty each workday of the workweek (Monday through Saturday) except for his designated day off, and except in cases of emergency of less than forty (40) working hours in a workweek. Such Head Meat Cutter shall receive the minimum contract rate provided in the attached Appendix.

4.8 Each employee shall receive a detailed wage statement each pay period.

4.9 No employee shall be required to take time off in lieu of overtime pay.

ARTICLE 5 - VACATIONS

5.1 Employees who have worked for the same Employer for a period of one year (after the first year of continuous work) shall be entitled to a vacation with pay at their straight-time hourly rate based upon the number of straight-time hours worked in the preceding twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
1200 to 1600	24
1600 to 2000	32
2000 to 2496	40
2496 or more	48

5.2 Employees who have worked for the same Employer for a period of three years (after the third year of continuous work) shall be entitled to a vacation with pay at their straight-time hourly rate based upon the number of straight-time hours worked in the preceding twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
1200 to 1600	48
1600 to 2000	64
2000 to 2496	80
2496 or more	96

5.3 Employees who have worked for the same Employer for a period of seven years (after the seventh year of continuous work) shall be entitled to a vacation with pay at their straight-time hourly rate based upon the number of straight-time hours worked in the preceding twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
1200 to 1600	72
1600 to 2000	96
2000 to 2496	120
2496 or more	144

5.4 Employees who have worked for the same Employer for a period of fifteen years (after the fifteenth year of continuous work) shall be entitled to a vacation with pay at their straight-time hourly rate based upon the number of straight-time hours worked in the preceding twelve (12) months as follows:

<u>Hours Worked</u>	<u>Hours of Paid Vacation</u>
1200 to 1600	96
1600 to 2000	128
2000 to 2496	160
2496 or more	192

The third and fourth weeks of vacation shall be taken at a time mutually agreeable.

5.5 Employees who average twenty (20) hours or more per week, who terminate or are terminated (discharge for dishonesty, drunkenness, sale or possession of illegal drugs excepted) after the first (1st) or any subsequent anniversary date of their employment prior to their next anniversary date of employment, shall be entitled to vacation pay at their straight-time hourly rate based upon the number of straight-time hours worked since the last anniversary date of their employment at the following rates for each full two hundred (200) hours worked: After the first (1st) to the third (3rd) anniversary date, four (4) hours' vacation pay; after the third (3rd) to the seventh (7th) anniversary date, eight (8) hours' vacation pay; after the seventh (7th) anniversary date to the fifteenth (15th) anniversary date, twelve (12) hours' vacation pay; after the fifteenth (15th) anniversary date, sixteen (16) hours' vacation pay.

5.6 Vacation may not be waived by employees nor may extra pay be received for work during that period, provided, however, that by prior mutual agreement between the Employer, employee, and Union this provision may be waived.

5.7 Employees whose vacations are scheduled during a holiday week shall receive holiday pay provided for under the terms of Article 6 of this Agreement in addition to vacation pay.

5.8 It is hereby understood and agreed that in computing hours of paid vacation for full-time employees (employees who regularly appear on the payroll for forty (40) or more hours per week), the terms of paragraphs 5.1, 5.2, 5.3 and 5.4 of this Article shall be applied so that working time lost up to a maximum of thirty (30) hours due to temporary layoff, verified cases of sickness or accident, or other absences from work approved by the Employer (in addition to vacations and holiday time off earned and taken by the employee), shall be counted as time worked.

5.9 In the scheduling of vacation, seniority shall be considered with the understanding that in the case of employees entitled to three (3) or four (4) weeks of vacation, two (2) weeks may be scheduled consecutively, considering seniority and the needs of the business, and the remaining earned vacation time by mutual agreement between the Employer and the employee. It is understood and agreed that for the purposes of this section, seniority shall be considered on a store-by-store basis.

ARTICLE 6 - HOLIDAYS

6.1 The following days shall be considered as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

6.2 To be eligible for holiday pay, employees must satisfy the following requirements: 1) must have worked for the same employer six (6) months or more; 2) must work the hours specified below:

<u>Hours Normally Worked</u>	<u>Hours of Holiday Pay</u>
20 to 31 inclusive	4
32 or more	8

3) must work the last scheduled working day preceding the holiday, on the holiday if scheduled, and the next scheduled working day following the holiday;
4) must earn pay for work actually performed during the week in which such holiday occurs (this requirement does not apply to those employees on paid vacation during the holiday week).

6.3 Employees who qualify for holiday pay as specified in paragraph 6.2 of this Article 6 shall be paid time and one-half ($1\frac{1}{2}$) in addition to such holiday pay, for work performed on holidays named in paragraph 6.1 of this section. Employees who do not qualify for holidays pursuant to paragraph 6.2 of this section will receive time and one-half ($1\frac{1}{2}$) for work performed on such holidays. This paragraph shall not apply to the employee's birthday.

6.4 Employees with one (1) year of continuous service with the Employer shall receive their birthday as a paid holiday. By mutual agreement between the Employer and employee, the employee may receive payment in lieu of such holiday in accordance with Article 6, paragraph 6.2. Employees shall give the Employer a thirty (30) day notice prior to their birthday. The birthday shall be observed within thirty (30) days of the employee's birthday on a mutually agreeable day. In the event the employee's birthday falls on the same day as any of the holidays specified in paragraph 6.1 of this section, the employee's birthday will be celebrated on another day in accordance with the procedure set forth in the previous sentence.

6.5 Holidays either worked or not worked shall not be considered as days worked for the purpose of computing weekly overtime except in the case of employees who normally work six (6) days per week, totaling at least forty-four (44) hours per week. In the case of the employee's birthday, the week in which the birthday is observed shall be considered as the holiday week.

6.6 No employee shall be required to work past 7:00 P.M. on Christmas Eve.

ARTICLE 7 - APPRENTICES

7.1 Apprentices will be allowed, one apprentice to every three Journeymen or fraction thereof, and no apprentice shall be allowed to manage any retail market. Every effort shall be made by the Employer to assure the completion of any apprentice's development to a Journeyman. Such ratio shall not apply to apprentices who are hired when qualified Journeymen are not available in the geographical area covered by this Agreement.

ARTICLE 8 - PREVIOUS EXPERIENCE

8.1 For the purpose of classifying new employees who have worked in the retail trade for three (3) years or more in other localities, and in order to

protect the Employer as well as the Union from inferior help, the Union agrees to create an examining board, if necessary, to classify men making application for membership. This Board shall be composed of at least two (2) members of the Union and two (2) representatives of the Employer.

8.2 Employees shall receive credit for actual comparable work experience with other Employers in the retail meat industry, provided such previous experience is claimed on the employment application. If the Union or the employee disagrees with the experience credit given, a grievance must be filed, stating such disagreement, within sixty (60) days after the employee's first day of work.

ARTICLE 9 - GENERAL CONDITIONS

9.1 The Employer agrees to display in a conspicuous place to the public, the Union Shop Card of the United Food and Commercial Workers International Union, AFL-CIO, CLC, at all times. Such cards shall remain the property of the Union and can be withdrawn from any market by the President of the Union for violation of this Agreement, provided the dispute has first been processed through the grievance procedures provided in Article 12 and the Employer refuses to comply with a final determination thereunder. The card may also be withdrawn from any shop that ceases to employ Union members.

9.2 No member shall be discharged without just cause. There shall be no individual agreements entered into between the Employer and employees, and the Union at all times reserves the right to discipline its members for violation of this Agreement.

9.2.1 The Employer reserves the right to discharge any person in his employ if his work is not satisfactory. After an employee has been continuously employed for a period of six (6) months, the Employer shall give the employee one (1) written warning, with a copy to the Union, prior to discharge, except in cases of discharge for drunkenness, dishonesty, insubordination, or other just cause. Nothing herein shall preclude an Employer from terminating an employee without said notice, but it is the intent of this section that the Employer shall, insofar as practical, advise the employee of dissatisfaction with the employee's work performance.

9.3 The Employer shall bear the expense of furnishing gowns and/or uniforms and laundering them. He shall also furnish mesh aprons for knife men. The Employer shall bear the expense of sharpening tools for all employees or furnish a sufficient grinder or stone for the employees to sharpen their tools on Company time. Failure to wear mesh aprons may be grounds for discharge.

9.4 The ordinary rule of seniority shall apply with the understanding the the ordinary rules of merit and ability shall also apply.

9.5 The first sixty (60) calendar days of employment by a new employee shall be considered a probationary period in which the employee may be

terminated without recourse from the Union.

9.6 Seniority shall only apply after the first one hundred twenty (120) calendar days of employment with the Employer; then seniority shall date back to the date of hire.

9.7 Seniority shall terminate when an employee has been laid off in excess of ninety (90) calendar days.

9.8 It is the desire of both the Employer and the Union to avoid, whenever possible, the loss of working time by the employees covered by this Agreement. Therefore, the Union business representative shall be admitted to the Employer's sole premises during the hours employees are working for the purpose of ascertaining whether or not this Agreement is being observed, provided such representatives shall first contact the store manager or person in charge. Contacts with the employees during such visits shall be conducted in a manner so as not to interfere with the orderly operation of the Employer's business nor to interfere with the employee's duties or with the service to the customer, it being further agreed that lengthy discussions between employees and representatives of the Union or among themselves concerning disputes shall not take place during working hours.

9.9 It is agreed that an employee shall notify the Employer of his intent to quit his job prior to the end of his last shift and before leaving the market. Failure to give such notice will result in the loss of earned vacation pay. It is further agreed that the Employer will notify an employee of discharge prior to the end of the last scheduled shift and before leaving the market.

9.10 During the term and course of this Agreement, no collective bargaining shall be had upon any issue covered by this Agreement, or upon any issue which has been disposed of during the course of the collective bargaining which resulted in the consummation of this Agreement, or upon any matter not expressly set forth in this Agreement. Nothing herein shall preclude the parties by mutual agreement from discussing problems which may arise under the Agreement.

9.11 Except as herein clearly and explicitly limited in the express terms of this Agreement, the right of the Employer in all respects to manage its business shall be unimpaired.

9.12 The Employer shall be responsible for payment for all hours worked, and an employee shall only work those hours specifically authorized by the Employer. Accordingly, it is intended that there shall be no "free time-off the-clock" work practices under this Agreement. Any employee found by the Employer or the Union to be engaging in such practice shall be subject to discipline, which may include termination. Likewise, the Employer shall not encourage, intimidate, or coerce an employee to perform "off-the-clock" work.

9.13 Store Meetings: Required store meetings shall be paid for at the straight-time hourly rate for only the actual time spent in attendance, and shall be considered time worked only for the purpose of computing overtime for work hours in excess of forty (40) per week.

ARTICLE 10 - JURISDICTION

10.1 The jurisdiction of Local No. 1439 shall cover the cutting and handling and sale of all meats, fish, poultry, and rabbits in the area covered by this Agreement in either service or self-service markets.

ARTICLE 11 - JURY DUTY

11.1 After their first year of employment, employees who are regularly employed twenty-four (24) hours or more per week, who are called for service on a Superior Court or Federal District Court jury, shall be excused from work for the days on which they serve and shall be paid the difference between the total amount received from such service and the amount of straight-time earnings lost by reason of such service, up to a limit of eight (8) hours per day and forty (40) hours per week, with a total limit of ten (10) working days. Nothing in this section shall have the intent of limiting the amount of time an employee may serve.

11.2 An employee called for jury duty who is temporarily excused from attendance at court must report for work if sufficient time remains after such excuse to permit him to report to his place of work and work at least one-half ($\frac{1}{2}$) of his normal workday.

11.3 In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury pay received.

ARTICLE 12 - GRIEVANCES/ARBITRATION

12.1 Should there be a dispute over the interpretation of the terms of this Agreement, the same shall be adjusted in the following manner:

12.1.1 By the parties themselves within twenty (20) days.

12.1.2 If this does not satisfactorily adjust the dispute, the same shall be referred immediately to an arbitration committee of three (3) persons, one to be selected by the Employer, one by the Union, and the third to be selected by those two within fifteen (15) days. In the event the two arbitrators cannot agree upon a third member of the arbitration committee within fifteen (15) days, then the State or Federal Mediation and Conciliation Service shall be requested in writing to furnish a panel of names, from which the parties will select the third member of the arbitration committee within ten (10) days after receive the list. The decision shall be final and binding and the cost of the third party shall be borne equally by the parties.

12.2 It is agreed that during the life of this Agreement there will be no strike by the Union or lockouts by the Employer unless the other party to the Agreement is refusing to comply with a final decision of an arbitrator reached in accordance with the provisions of this Agreement. Local No. 1439 agrees that during the life of this Agreement they will not encourage or perform any picketing, boycotting, or handbilling at the Employer's place of business.

12.3 No grievances or claims of violation of the Agreement shall be recognized unless taken up within thirty (30) calendar days by written report of violation, with the exception of discharge grievances, which must be filed in writing within ten (10) calendar days.

12.4 It is distinctly understood and agreed that the Board of Arbitration is not vested with the power to change, alter, or modify this Agreement in any of its parts. The arbitrator shall not decide on any subject, the condition of which is not specifically treated in this Agreement, but only on the contractual obligations that are specifically provided in this Agreement.

ARTICLE 13 - HEALTH & WELFARE - DENTAL - PRESCRIPTION - VISION

13.1 Effective November 1, 1987 and each succeeding month for the duration of this Agreement, the Employer agrees to contribute the amount of one hundred twenty-five dollars and seventy-six cents (\$125.76) for Health and Welfare and Vision benefits into a jointly administered Trust Fund in behalf of each employee who worked eighty (80) hours or more during the month of October and each succeeding month thereafter.

13.2 Effective November 1, 1987 and for the duration of this Agreement, the Employer agrees to contribute the amount of eighteen dollars (\$18.00) for a Prescription Drug Benefit, into a jointly administered Trust Fund on behalf of each employee who worked eighty (80) hours or more during the month of October and each succeeding month thereafter.

13.3 The benefits provided by the plan specified in paragraphs 13.1 and 13.2 shall become effective for an employee on the first day of the month of reported period following the fourth consecutive month or reporting period for which the Employer was obligated to make contributions to this Trust Fund on behalf of said employees.

13.4 Effective November 1, 1987 and each succeeding month for the duration of this Agreement, the Employer agrees to contribute the amount of \$29.65 for Dental benefits into a jointly administered Trust Fund on behalf of each employee who worked eighty (80) hours or more during the month of October and each succeeding month thereafter. New hires will be eligible to receive Dental contributions and benefits only after completing six (6) consecutive months of employment.

13.5 The Employer agrees to increase contributions as necessary during the term of the Agreement to maintain the level of benefits in effect as of January, 1988, after increases if any, have been funded by unrestricted reserves, provided however, the parties agree to maintain an unrestricted reserve policy of a minimum one month's claims plus operating expenses.

13.6 In no event will monies provided herein for the purpose of maintaining benefits and/or monies held in Trust reserves be utilized for the purposes of purchasing any new benefits.

13.7 The above-listed contributions are due and payable on or before the twentieth (20th) day of each month for the preceding month, and contributions will be delinquent if not paid by the twenty-fifth (25th) day, which delinquency will be a violation of this Agreement.

13.7.1 Notwithstanding the provisions of paragraph 13.7, the Board of Trustees of the United Food and Commercial Workers Welfare Trust shall establish and enforce as an alternate method of contribution, a method for reporting contributions on an accounting period basis rather than a calendar month basis. In such a case, the eighty (80) hour provision shall be appropriately adjusted as directed by the Trustees. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period. In the event this alternate system deprives the employee of benefits that would otherwise have been covered on a calendar basis, the Employer is obligated to make the remittance for such employee to the Trust Fund.

13.8 Each Employer and the Union agree to be bound by the terms of the provisions of that certain revised and restated Trust Agreement effective January 1, 1976, dated August 26, 1976 (date of initial execution, April 1, 1963) creating the United Food and Commercial Workers Welfare Trust, and agree to be bound by said Trust Agreement and all amendments thereto, heretofore or hereafter adopted. Each Employer further agrees to accept as his representatives the Employer Trustees serving on the Board of Trustees of said Trust and their lawful successors.

13.9 In the event of the passage of Federal legislation during the term of this Agreement implementing a National Health Program, the Employer shall assume the entire cost thereof. If such National Health Program does not provide the same level of benefits then existing under the United Food and Commercial Workers Welfare Trust, the Employer shall continue to pay hourly contributions to the United Food and Commercial Workers Welfare Trust in an amount to fund the difference.

13.10 "Hours worked" for the purpose of establishing the "eighty (80) hours or more" eligibility for continuing employees, shall include all vacation and holiday hours earned and taken.

ARTICLE 14 - CLASSIFICATIONS (Minimum Rates of Pay)

14.1 The classifications and minimum scale of wages as set forth in the attached Appendices are hereby made a part of this Agreement.

14.2 It is understood and agreed that the rates of pay provided for herein are minimum rates and apply to the job classification and not to the individual. No employees receiving a higher hourly rate not provided for herein shall have such wage rate taken away by reason of any provision of this Agreement; however, the terms of this Agreement are intended to cover minimums of wages and other employee benefits. The Employer may place superior wages and other employee benefits in effect and may reduce the same to the minimums herein prescribed without the consent of the Union.

14.3 New Methods: Within thirty (30) days after an Employer party to this Agreement introduces new methods of operation into the bargaining unit that require the establishment of a new job classification, the Employer shall notify the Union in writing of the new classification, including a description of work being performed and the wage rate established. Any question as to the adequacy of the wage rate established for the new job classification shall be presented in writing by the Union within ten (10) calendar days following the Employer's written notice to the Union, and shall be subject to the grievance procedure as set forth in Article 12 of this Agreement. If through the procedure as set forth in Article 12, it is determined that the wage rate assigned by the Employer should be adjusted, such adjustment shall be retroactive to the date of the Employer's written notice to the Union.

ARTICLE 15 - RETIREMENT SAVINGS

15.1 The Employer hereby agrees to make contributions, in the amount of seventy cents (70¢) per hour for all hours worked, to a separate trust fund which shall be in conformance with State and/or Federal law and rules and regulations as adopted by the trustees, who shall be the Union and Employer representatives serving as trustees of the UFCW Union Local #1439 and Food Industry Retirement Savings Trust. It is understood and agreed that these contributions shall be paid on a straight-time hourly basis in behalf of all employees in the bargaining unit with thirty (30) days or more experience in the Retail-Wholesale Meat, Fish, and Poultry Industries.

15.2 Effective January 1, 1988, based upon December, 1987 hours, the Employer agrees to increase its contributions to the UFCW Union Local #1439 and Food Industry Retirement Savings Trust, ten cents (10¢) to a total of eighty cents (80¢) per compensable hour for eligible employees.

15.3 Notwithstanding the provisions of the above paragraphs, the Board of Trustees of the UFCW Union Local #1439 and Food Industry Retirement Savings Trust shall establish and enforce, as an alternate method of contribution, a method of reporting contributions on an accounting period basis rather than a calendar month basis. In such a case, the alternate method shall be

appropriately adjusted as directed by the Trustees. Further, the total contributions due for each approved accounting period shall be remitted in a lump sum not later than twenty (20) days after the end of the accounting period.

15.4 Each Employer and the Union agree to be bound by the terms of the provisions of that certain revised and restated Trust Agreement, effective January 1, 1976, dated June 22, 1976 (date of initial execution, September 1, 1955), creating the Inland Empire Amalgamated Meat Cutters Retirement Savings Trust, and all amendments thereto, heretofore or hereafter adopted. Further, each Employer accepts as his representatives for the purpose of such Trust Fund, the Employer Trustees serving on the Board of Trustees of said Trust Fund and their duly appointed successors.

ARTICLE 16 - SICK LEAVE

16.1 Employees, during each twelve (12) months (after the first and each succeeding year of continuous employment with their current Employer), shall be entitled as set forth below to paid sick leave at their current regular straight-time hourly rate for bona fide illness or injury off-the-job.

16.2 Sick leave shall be accrued by an employee depending upon the number of straight-time hours worked, including paid vacations and paid holiday hours, from anniversary date to anniversary date. In converting these dates from a contract year basis to the anniversary date basis, employees will be given credit on a prorated basis from the period from September 11, 1977, to their next anniversary date for hours worked, including paid vacations and paid holidays.

16.3 The hours to qualify for sick leave pay are as follows:

<u>Hours Worked</u>	<u>Hours of Sick Leave Pay</u>
1663 to 2064	32
2064 or more	40

16.4 Sick leave pay, to the extent it has been earned, shall begin on the third (3rd) normally scheduled working day of illness or injury off-the-job, or the first (1st) normally scheduled working day if the employee is hospitalized on such first (1st) normally scheduled working day, shall continue for each normally scheduled working day of illness thereafter, and shall be in an amount per day equal to the average number of straight-time hours worked per day by the employee during the past twelve (12) months, provided that 1) in no event shall the daily total of sick leave pay under this section and disability payments provided by the Health and Welfare plan exceed the net pay for the employee's average hours up to eight (8) hours per day; and 2) not more than five (5) days' pay shall be required in any one workweek.

16.5 Sick leave pay shall be cumulative from year to year, but not to exceed a maximum of one hundred twenty (120) hours. Sick leave pay must be earned by

employment with one Employer.

16.6 A doctor's certificate or other authoritative verification of illness may be required by the Employer and, if so, must be presented by the employee prior to returning to work.

16.7 Any employee found to have abused sick leave benefits by falsification or misrepresentation, shall thereupon be subject to disciplinary action, reduction or elimination of sick leave benefits (including accumulated sick leave), and shall further restore to the company amounts paid to such employee for the period of such absence, or may be discharged by the company for such falsification or misrepresentation.

16.8 Sick leave benefits shall apply only to bona fide cases of illness and injury off-the-job and shall not apply to on-the-job accidents which are covered by State Industrial Insurance.

ARTICLE 17 - RESPONSIBILITY CLAUSE

17.1 The above-listed contributions for Health and Welfare (Article 13) and Retirement Savings (Article 15) are due and payable on or before the twentieth (20th) day of each month for the preceding month, and contributions will be delinquent if not paid by the twenty-fifth (25th) day, which delinquency will be a violation of this Agreement.

17.2 The Employer agrees to post monthly audited billings received from the Trust Office, marked for Meat Personnel.

ARTICLE 18 - FUNERAL LEAVE

18.1 After their first year of employment, employees who are regularly employed twenty-four (24) hours or more per week, shall be allowed up to three (3) days off with pay for loss of their normal scheduled hours of work during the three (3) calendar days commencing with or immediately following the date of death of a member of their immediate family, provided the employee attends the funeral. Funeral leave will be paid only with respect to a workday on which the employee would otherwise have worked, and shall not apply to an employee's scheduled days off, holidays, vacations, or any other day in which the employee would not, in any event, have worked. Scheduled days off will not be changed to avoid payment of funeral leave. Funeral leave shall be paid at the employee's regular straight-time hourly rate. Immediate family shall be defined as spouse, son, daughter, mother, father, brother, sister, grandparents, and mother-in-law and father-in-law of present spouse.

ARTICLE 19 - WRAPPERS DESIROUS OF BECOMING MEAT CUTTERS

19.1 Wrappers desirous of promotion to Apprentice Meat Cutter status shall make their desires known to the Company, in writing, and such employees shall be given equal consideration for such vacancy. Selection to fill the vacancy

shall be made on the basis of Company seniority, ability and qualifications being equal.

19.2 A Wrapper commencing the Apprenticeship Training Program for Meat Cutters shall have a ninety (90) day trial period. Said trial period shall not jeopardize the employee's former classification or seniority. There shall be no reduction in pay to any Wrapper as a result of entering the Apprenticeship Program, i.e., the Wrapper's rate of pay shall apply until such time as the Apprentice Meat Cutter rate exceeds the Wrapper's rate, at which time the Apprentice Meat Cutter rate shall apply.

ARTICLE 20 - LEAVE OF ABSENCE

20.1 Regular employees with one (1) year or more of continuous service shall be entitled to a leave of absence without pay for the following bona fide reasons:

20.1.1 Illness or nonoccupational injury which requires absence from work for more than fifteen (15) days;

20.1.2 Pregnancy;

20.1.3 Serious illness, injury, or death in the employee's immediate family, which leave will not exceed thirty (30) days;

20.1.4 Leaves due to occupational injuries shall be granted for periods up to twelve (12) months unless a longer period is agreed upon between the Employer and the Union.

20.2 Leaves for personal reasons may be granted at the sole discretion of the Employer to regular employees regardless of length of service.

20.3 An employee who wants a leave of absence shall submit to his Employer in writing his request for such leave, stating 1) reason, 2) date leave is to begin, and 3) expected date of return.

20.4 Any leave of absence, with the exception of 20.1.3 and 20.1.4 above, may run to a maximum of six (6) months.

20.5 Employees who fail to return at the end of a leave of absence or any agreed-upon extension of a leave of absence, shall be considered as terminated. Any request for extension of a leave of absence period must be presented in writing to the Employer prior to the expiration of the initial leave; however, in case of a bona fide emergency, telephone requests for extensions may be made to management for their approval, which extensions must be confirmed in writing.

20.6 The employee must be able to resume his regular duties upon return to work from an approved leave of absence. A doctor's certificate verifying that the employee is able to resume his normal duties may be required before the

employee is returned to the work schedule. The employee shall then be returned to the job previously held or to a job comparable in rate of pay, on the first weekly schedule made up after the Employer and the Union have received notice in writing of the employee's availability.

20.7 Self-employment or employment elsewhere during an authorized leave of absence shall be considered as a voluntary quit, with forfeiture of all rights inhering in this Agreement.

ARTICLE 21 - ON-THE-JOB TRAINING

21.1 The Employer shall have the right to place Management Personnel in the Meat Department for the purpose of receiving on-the-job training and instructions up to a maximum of one hundred seventy-three (173) hours per person, provided no regular employees are laid off or suffer a reduction in their normal hours. Such management personnel will not be required to become members of the Union. It is further agreed the Union will not attempt to impose any restrictions or penalties upon an Employer for exercising this right.

ARTICLE 22 - SAVINGS CLAUSE

22.1 Any provision of this Agreement which may be adjudged by a court of last resort to be in conflict with any Federal or State law shall become inoperative to the extent and duration of such conflict. Since it is not the intent of either party hereto to violate any such laws, it is agreed that in the event of a conflict between any provision of this Agreement and such Federal or State law, the remainder of this Agreement shall remain in full force and effect. The Employer and the Union agree that substitute provisions shall be written within thirty (30) days to replace those provisions coming into conflict with the laws herein described.

ARTICLE 23 - NO STRIKE AND LOCKOUT

23.1 During the life of this Agreement there will be no strikes or other economic action by the Union nor lockouts by the Employer, unless the other party is refusing to comply with a final decision of an arbitrator reached in accordance with the provisions of this Agreement. Sympathy strikers shall not be accorded any greater rights under law or contract than the rights of a striking employee.

ARTICLE 24 - TERM OF AGREEMENT

24.1 This Agreement shall be in full force and effect from October 4, 1987 through October 6, 1990, and thereafter from year to year unless sixty (60) days' notice of cancellation or modification is given by either party in writing prior to the expiration date.

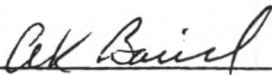
24.2 This Agreement shall be binding upon the heirs, exectors, administrators, and assignees of the parties hereto.

IN WITNESS WHEREOF, we attach our signatures this 5th date of February, 1988.

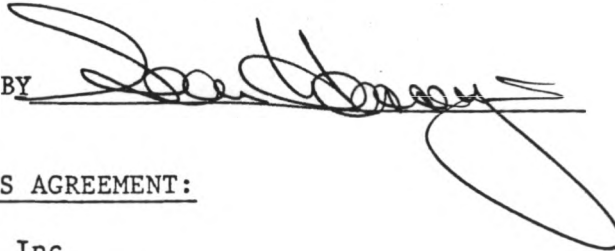
SPOKANE RETAIL MEAT DEALERS,
REPRESENTED BY ALLIED EMPLOYERS, INC.

UNITED FOOD & COMMERCIAL WORKERS
UNION LOCAL NO. 1439

BY



BY



FIRMS COVERED BY THIS AGREEMENT:

Albertson's, Inc.
Rosauer's Supermarkets, Inc.
Safeway Stores, Inc.

APPENDIX "A"
MEAT CUTTER MINIMUM RATES OF PAY

10/4/87

Head Meat Cutter	\$13.665
Journeyman Meat Cutter	13.3325
Apprentice Meat Cutter	
1st 1040 hours (50%)	6.665
2nd 1040 hours (65%)	8.665
3rd 1040 hours (75%)	10.00
4th 1040 hours (80%)	10.665
5th 1040 hours (85%)	11.3325
6th 1040 hours (90%)	12.00
Thereafter - Journeyman scale	

SUNDAY RATES

Heat Meat Cutter	\$20.4975
Journeyman Meat Cutter	19.9975
Apprentice Meat Cutter	
1st 1040 hours (50%)	9.9975
2nd 1040 hours (65%)	12.9975
3rd 1040 hours (75%)	14.9975
4th 1040 hours (80%)	15.9975
5th 1040 hours (85%)	16.9975
6th 1040 hours (90%)	17.9975
Thereafter - Journeyman scale	

APPENDIX "B"
WEIGHERS, WRAPPERS & PRICERS MINIMUM RATES OF PAY

10/4/87

0 - 1040 hours	\$6.0475
1040 - 2080 hours	7.055
2080 - 3120 hours	8.065
3120 - 4160 hours	9.0725
Thereafter	10.93

SUNDAY RATES

0 - 1040 hours	\$9.07
1040 - 2080 hours	10.5825
2080 - 3120 hours	12.0975
3120 - 4160 hours	13.6075
Thereafter	16.395

LETTER OF UNDERSTANDING

For Labor Agreement
By and Between

SPOKANE AREA RETAIL MEAT DEALERS
Represented by Allied Employers, Inc.
and

UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL NO. 1439

(Applying to Albertson's, Inc.)

It was agreed during negotiations that, although Albertson's, Inc. applied Section 9.4 of the Labor Agreement on an individual market basis, in the event an employee gets laid off in an individual market, such laid off employee may displace the most junior employee of the Employer, provided merit and ability are equal, within the geographic jurisdiction covered by this Agreement. A layoff is defined as two (2) consecutive weeks that an employee is not shown on the weekly work schedule. In the event of a store closure, the affected employees shall be considered laid off at the time of the closure.

IN WITNESS WHEREOF, we attach our signatures this 5th day of February, 1988.

SPOKANE RETAIL MEAT DEALERS
Represented by
Allied Employers, Inc.

UNITED FOOD & COMMERCIAL WORKERS
UNION LOCAL NO. 1439

BY

AK Baniel

BY

[Signature]

SERVICE COUNTER EMPLOYEE ADDENDUM AGREEMENT

This Addendum Agreement is entered into by and between Allied Employers, Inc., and UFCW Union Local No. 1439. It is understood and agreed by the Employer and the Union that the provisions of the Spokane Meat Agreement between Allied Employers, Inc., and the Union, which has an effective date of October 4, 1987 and an expiration date of October 6, 1990 will be fully applicable to the Service Counter employees except as provided herein:

Service Counter employees will be considered a separate classification for all purposes, including seniority. Service Counter employees shall not be permitted to cut, bone, or grind fresh meat or perform any wrapping of meat product for preparation for sale in self-service cases. Service Counter employees may cut a steak or roast, which has already been processed by a meat cutter, to size in order to serve a customer, modify any prepared cut to suit a customer, or use the slicing or cube machines to serve a customer. Meat Wrappers and/or Meat Cutters shall continue to be assigned the duties of stocking prepackaged meat items in the Meat Department, however, when other Meat Department employees are not on duty, prepackaged meat items and those products that have been prepared by Meat Department employees that are in storage ready for sale may be placed in the meat case by Service Counter employees. Service Counter employees will be confined to the Service Counter, the holding cooler areas, and other areas necessary to perform the work required by the Department.

10/4/87

Beginner Clerk (0-1040 hours)	\$4.00
Apprentice Clerk (1041-2080 hours)	4.30
Jr. Apprentice Clerk (2081-3120 hours)	4.80
Sr. Apprentice Clerk (3121-4160 hours)	5.60
Journeyman	7.96

Lead Service Counter: This shall be a separate classification at the option of the Employer. Seniority shall not apply to the selection of a Lead Service Counter employee.

Pension: Twenty cents (20¢) per hour (Retirement Saving Plan)

Sunday Premium: \$2.00 per hour.

Night Premium: 9:00 P.M. to 6:00 A.M. - Twenty-five cents (25¢) per hour.

CONFIRMED: 25 88 (Date)

CONFIRMED: 3/28/88 (Date)

BY:

A. K. Baird

BY:

Sean Harrigan

Allied Employers, Inc.

LABOR RELATIONS REPRESENTATIVE

Koll Business Center • Building 17

2447 - 152nd Ave. N.E. • Redmond, WA 98052 • 883-3022

March 21, 1988

Mr. Sean Harrigan
UFCW Union Local #1439
P. O. Box 5298
Spokane, WA 99205

Re: Labor Agreement - Allied Employers, Inc., and UFCW Union Local #1439
October 4, 1987 - October 6, 1990 - Retail Meat Dealers
(Spokane) - Service Counter Addendum Agreement

Dear Mr. Harrigan:

As agreed in negotiations, the following represents our mutual understanding concerning the implementation of the referenced Service Counter Addendum Agreement as of November 14, 1987.

"Current Meat Department employees shall not be adversely affected as a direct result of the implementation of the Service Counter Addendum Agreement."

If you have any questions, please contact me. In accordance with our usual procedure, please return one fully signed copy of this letter for our further handling with the Employers.

Respectfully,

ALLIED EMPLOYERS, INC.


A. K. Baird

AKB:df

CONFIRMED 3/28/88 (Date)

BY 
Sean Harrigan



006828

*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

Form Approved
O.M.B. No. 1220-0001
Approval Expires 7/31/87

JANUARY 21, 1988

Secretary-Treasurer
United Food and Commercial
Workers
Post Office Box 5298
Spokane, WA. 99205

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APR 26 1988 - R

PREVIOUS AGREEMENT EXPIRED
OCTOBER 03, 1987

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

I-A Spokane Food Agreement Wash LU 1439

WITH Food and Commercial Workers; U
STATE OF WASHINGTON

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 1422
2. Number and location of establishments covered by agreement 29
3. Product, service, or type of business Retail Grocery & meat
4. If your agreement has been extended, indicate new expiration date _____

Allen D. Roberts
Your Name and Position

Sec/Treas

509-328-6090
Area Code/Telephone Number

N 1719 Atlantic
Address

Spokane, WA 99205
City/State/ZIP Code